

REQUEST FOR PROPOSALS
ENGINEERING SERVICES FOR
CENTRAL WYOMING REGIONAL WATER SYSTEM
WATER TREATMENT PLANT
ALTERNATE BACKWASH WATER SUPPLY PROJECT
FOR THE
CENTRAL WYOMING REGIONAL WATER SYSTEM JOINT POWERS BOARD

Date: September 30, 2015

Fee proposals are being requested from qualified engineering consultants to furnish design and construction administration services for the Central Wyoming Regional Water System Water Treatment Plant Alternate Backwash Water Supply Project.

Such proposals will be received by the City of Casper Public Services Department, City Engineering Division, 200 North David, Casper, Wyoming, until 5:00 p.m., Local time, October 23, 2015.

PROJECT DESCRIPTION

The Central Wyoming Regional Water System (CWRWS) Joint Powers Board (JPB) owns the water treatment plant and water production facilities. The City of Casper, under an operations contract, manages, maintains and operates the water treatment plant and water production facilities.

The Joint Powers Board can operate its base loading Groundwater Treatment Facility (GWTF) and its peaking Surface Water Treatment Facility (SWTF) independently from one another, except for one common element, the 2.6MG steel reservoir. This reservoir stores finished water from the groundwater treatment system and also serves as the sole source of Backwash Supply (BWS) for the surface water filters. Consequently, the 2.6MG reservoir cannot be taken out of service for maintenance requirements. However, the 2.6MG reservoir needs to be taken out of service in 2-3 years for renovations and recoating. To take the reservoir out of service requires that the GWTF be shut down, the SWTF be in full operation, and a new source of BWS be used for the SWTF filters.

A study performed in 2011 (attached for reference) for the planning of this project concluded that a parallel water storage tank connected to the GWTF with a pressure reducing valve (PRV) connection to the distribution system is the best option to provide an alternate backwash supply system to backwash the filters in the SWTF. The new tank is planned to hold a total of 920,000 gallons.

FUNDING

The total estimated cost for the design and construction of the alternate backwash water supply

system is \$2,200,000. The State Land and Investment Board (SLIB) will provide funding for the project through a Drinking Water State Revolving Fund (DWSRF) loan. Project review shall be coordinated through the Wyoming Water Development Commission (WWDC), and the City of Casper Public Services Department (City PSD).

The Consultant shall review all requirements of the SLIB, DWSRF and WWDC with regard to this project before submitting a proposal.

SCOPE OF SERVICES

The Scope of Services shall, as a minimum, include the following:

A. Welded Steel Water Storage Tank

1. The Consultant shall design a welded steel water storage tank to hold 920,000 gallons. The tank facility shall be designed in accordance with Wyoming Department of Environmental Qualities (WDEQ) Rules and Regulations and in accordance with all applicable State and Federal regulations.
2. The Consultant shall prepare a technical memorandum (TM) thoroughly defining and analyzing the proposed tank and all of the associated improvements. The TM shall include a detailed hydraulics analysis, including any affects upon the existing high service pump system and associated system operating curves. The TM shall provide a proposed tank location and configuration including a floor plan and piping sections. The TM shall also provide proposed operations criteria and operating points, and the necessary Supervisory Control and Data Acquisition (SCADA) improvements.
3. The Consultant shall review and design any power requirements for the system.
4. Drawings and specifications shall be of such quality and contain sufficient details so that no misunderstanding may reasonably arise as to the extent of the work to be performed, the materials to be used, the equipment to be installed or the quality of the workmanship.

Drawings for the site shall include a site plan drawn to a scale of not less than 1" equals 20' and shall contain existing and proposed contours on a one-foot contour interval.

B. Tank Pipeline Connections & Pressure Reducing Valve

The Consultant shall design for the installation of new pipeline connections to the proposed water storage tank. The new pipeline connections shall be 36-inch diameter steel with the necessary valves and fittings to connect the pipeline to the existing 2.6 MG

welded steel water storage tank which stores finished groundwater supply. A pressure reducing valve shall be designed for installation from the 12" distribution supply main downstream of the existing and new tanks.

C. Computer-Aided Drafting Format

The Consultant shall prepare final drawings on a computer-aided drafting format. Digital format shall be in AutoCAD and PDF and be compatible with the CWRWSJPB and City of Casper code.

D. Location, Survey, and Construction Drawings

1. Plan and profile sheets shall consist of a horizontal scale of not less than 1"=50', and an appropriate vertical scale, indicating water main appurtenances (e.g. valves and fittings, fire hydrants, casings, and service lines) improvements, and utility conflict locations, in addition to the new water main alignment.

The Consultant shall verify fire hydrant and water valve locations. The Consultant shall ensure the locations are in compliance with City PSD and WDEQ requirements.

2. Conduct field surveys to collect topographic data, surface elevations, and utilities information as needed. Consultant shall utilize base mapping provided by the City from the City's Geographical Information System database for plan sheet preparation.
3. Contact other utilities (i.e. - telephone, power, cable TV, gas, etc.) to obtain location of their utilities in project locations and to coordinate any required adjustments.
4. Plan and plan profile sheets shall contain the following information:
 - a. Plan and profile sheets shall contain sufficient detail and information in order to determine construction cost of the improvement and to construct the improvements.
 - b. Plan information shall include street alignment; parcel lines; proposed alignments of water line improvements; underground utilities; pipe material; and, location of water main appurtenances.
 - c. Profile information shall include estimated depths of underground utilities and alignments of proposed facilities.
 - d. Consultant's professional engineering stamp in accordance with Wyoming

State Statutes.

- e. All original plan and profile sheets shall be delivered to the CWRWSJPB and the City PSD upon completion of Project.
 - f. Consultant shall provide the CWRWSJPB, City PSD and WWDC a copy of final drawings of the Project in AutoCAD and PDF format in digital format labeled as "Final Design Drawings – Central Wyoming Regional Water System Water Treatment Plant Alternate Backwash Water Supply Project."
- 5. Consultant shall provide the City PSD and WWDC three (3) copies of the "draft" construction drawings and project manuals to be reviewed by City PSD and WWDC staff.
 - 6. The Consultant shall incorporate into the construction drawings a Legend Sheet with symbols and legends. All drawing symbols shall be approved by the City PSD and WWDC prior to commencement of work. These symbols, legends, and layer identification symbols shall be incorporated into the drawings.
 - 7. The Consultant shall prepare a project cost estimate when plans are approximately fifty percent (50%) complete, and again two (2) weeks prior to public advertisement.
 - 8. The Consultant shall meet with representatives from the City PSD and WWDC at least monthly during the course of preparing drawings and specifications to discuss the status of the project. In addition, the Consultant shall attend any interim special meetings with City staff relating to the performance of this contract. The purpose of the meetings will be to discuss elements of design alternatives, project criteria, project status, and design options. Consultant shall prepare and distribute minutes of all progress meetings.

In addition, the Consultant shall hold progress review meetings at the 10%, 50%, and 90% levels of completion of the project plans, to be held at the Consultant's office. Progress review meetings shall be attended by City PSD and WWDC staff.

Each meeting shall be scheduled by the Consultant with input from the City PSD and WWDC staff.

- 9. All final drawings, details, lettering, symbols, etc., shall be drawn in black water resistant ink.
- 10. The Consultant shall prepare and provide the City PSD and WWDC for approval, final plans and specifications, incorporating changes requested by the City PSD

and WWDC.

11. The Consultant shall provide the City PSD four (4) sets and WWDC two (2) sets of final plans and project manuals prior to public advertisement of bids. Prior approval from City PSD and WWDC staff must be received prior to advertisement for bids.
12. Final drawings shall be placed on 11x17 inch paper sheets, plotted in black and white.
13. The Consultant shall submit three (3) sets of final plans and project manuals and an "Application for Permit to Construct" to the State of Wyoming Department of Environmental Quality (WDEQ) at least sixty (60) days prior to the Advertisement for Bids, and after City review of the "draft" construction drawings and specifications (see G.5). Consultant shall take the necessary measures to obtain the Permit to Construct, including preparation of the necessary project design report(s) for WDEQ consideration for approval, and all requests from WDEQ for supplemental information, if any, after the initial submittal.
14. The Consultant shall prepare at an appropriate scale a Traffic Control Plan. The Traffic Control Plan shall recommend methods and work sequences which will minimize inconvenience to local traffic and residences. The Traffic Control Plan shall be based on standards set forth in the Manual on Uniform Traffic Control Devices (latest edition).
15. Consultant must ensure that all DWSRF requirements are being met and must document such accomplishment in each phase of the project.

E. Project Manual

1. Consultant shall prepare Technical Specifications covering the required work for the CWRWS Water Treatment Plant Alternate Backwash Water Supply Project.
2. Consultant shall prepare Construction Drawings and Specifications in accordance with the City of Casper "Standard Specifications for Street Construction," latest version, and the Casper Public Utilities "Water Distribution Facilities Standard Specifications," latest version.
3. General Conditions and Supplemental Conditions of the Specifications shall be based on current City of Casper approved documents.
4. The Consultant shall prepare a Project Manual to include the following:
 - a. Technical Specifications.

- b. Bid Schedule to accompany the City PSD's Bid Form.
 - c. Edit "front end" documents of the Project Manual supplied by the City Engineering Office to adhere to the DWSRF loan requirements. Documents supplied will consist of Advertisement for Bids, Instruction to Bidders, Performance and Payment Bonds, Bid Bond and Form, Agreement between Owner and Contractor, General Conditions, and Supplementary Conditions. Consultant shall review these documents, insert modifications where necessary, and return them for final review. After review by the City, Consultant shall incorporate them into the Project Manual.
5. The Consultant shall affix his professional engineer's stamp, date, and signature to the front cover of the project manual and in accordance with Wyoming State Registration Statutes.

F. Sub-consultants

- 1. The Consultant shall be responsible to procure any necessary sub-consultant to complete the work.
- 2. The CWRWSJPB and Consultant shall mutually approve, in writing, the use of any sub-consultants that the Consultant desires to use.
- 3. The Consultant shall be responsible for obtaining geotechnical investigations for the project.

A subsurface exploration and geotechnical engineering report shall be provided for the project. As a minimum, the report shall include information on the following services to be performed:

- a. Test borings shall be performed at the discretion of the geotechnical consultant based on varying site conditions and as necessary for design of the booster station, the transmission pipelines and the water storage tanks.
- b. The borings shall be completed to 10 feet below finished surface profile or deeper as necessary to investigate the subsurface conditions and ensure the long term stability of the soils.
- c. Samples from the borings shall be used to perform the following tests and/or procedures:
 - i. Engineering properties, including moisture content, Atterburg

- Limits, and sieve analyses.
- ii. Soil profile logs (including pavement thickness and materials of construction).
- iii. Groundwater depth determination, if encountered.
- iv. Soil boring locations shall be included on the project design drawings.

- d. Soil samples from each test boring shall be screened for volatile organic compounds (VOC) using a photoionization detector (PID). The PID shall be performed on samples from the boring exhibiting the highest potential for VOC contamination.

In the event PID testing and/or visual observations of soil boring material indicates the presence of contamination, additional testing to further define the soil contamination shall not be considered part of the geotechnical services for this project.

- e. Geotechnical services shall include measurements made for each soil boring for soil resistivity, as a parameter to consider in the evaluation of soil corrosion potential.
- f. Based on the information obtained from the soil borings and sampling, the geotechnical consultant shall provide, in the Report, a recommendation for suitability of the soil conditions for installation of the water mains. Included shall be recommendations on trench excavations and backfill. The geotechnical consultant shall also provide recommendations for foundation design for the new booster station and water storage tank.
- g. Pavement design is not considered as a required service for the geotechnical report.
- h. Borings, sampling, and testing shall be performed in accordance with the applicable ASTM Standards.
 - i. One (1) Street Cut Permit and One (1) Traffic Control Permit shall be obtained from City Engineering Office for geotechnical investigation drilling services to be provided for this project. There will be no fee for obtaining the permits.

- 4. The Consultant shall be responsible for the administration, management, procurement, and payment of services provided by sub-consultant(s).

G. Advertising and Bidding Phase

1. The Consultant shall send Advertisement for Bids to contractors on the CWRWSJPB and City PSD's Bidder's List.

Consultant shall prepare Advertisement for Bids in conformance with the City PSD's standards and furnish to CWRWSJPB for publication.

2. The Consultant shall send final drawings and project manuals to plan centers located in Casper, Cheyenne, Salt Lake, and Denver.
3. The Consultant shall work in coordination with the City PSD staff to set up and manage electronic distribution of the final drawings and project manuals using Quest CDN.

If and only if electronic distribution should fail or become unreasonable due to unforeseen circumstances, the Consultant shall provide up to twenty-five (25) sets of final drawings and specifications to contractors who request sets. All costs of drawing and specification reproduction shall be borne by the CWRWSJPB. The price for hard copy bid sets would be established by the Consultant, with the Consultant collecting these fees.

4. The Consultant shall arrange for and conduct a pre-bid conference ten (10) days prior to the bid opening. The Consultant shall take minutes of the meeting and distribute them to all parties listed on the plan holders sheet. The Consultant shall schedule this meeting with input from City PSD and WWDC staff.
5. Consultant shall prepare and distribute addenda, if necessary. The addenda will be distributed electronically as in paragraph 3 above, unless electronic distribution should fail or become unreasonable due to unforeseen circumstances.
6. The Consultant shall assist the CWRWSJPB and City PSD in opening, tabulating, and evaluating bids.
7. The Consultant shall provide a written opinion to the CWRWSJPB, City PSD and WWDC stating their recommendations for awarding the bid.

H. Construction Phase

1. General Administration of Construction Contract. Consultant shall consult with and advise CWRWSJPB and City and act as CWRWSJPB and City's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, No. 1910-8 (1996 edition) of the Engineers' Joint Contract Documents Committee, as amended by the Supplementary Conditions. The extent and limitations of the duties, responsibilities and authority of Consultant, as assigned in said Standard General

Conditions, as amended, shall not be modified, except as Consultant and CWRWSJPB and City may otherwise agree in writing. All of CWRWSJPB and City's instructions to Contractor(s) will be issued through Consultant who will have authority to act on behalf of CWRWSJPB and City to the extent provided in said Standard General Conditions, as amended, except as otherwise provided in writing. Consultant shall meet with CWRWSJPB and City throughout the construction phase as deemed necessary by the Consultant or CWRWSJPB and City, but not less than one (1) time per week.

2. Pre-construction Conference. Consultant shall organize and conduct a pre-construction conference with the successful bidder, and shall invite representatives of all affected utilities, CWRWSJPB staff, City PSD staff, WWDC staff, and the project team. The Consultant will prepare minutes of this conference for future reference, and shall supply a copy to all parties as listed in the previous sentence. At this conference, the Consultant will deliver not more than five (5) copies of the Contract Documents to the successful bidder.
3. Project Coordination. Consultant shall be responsible for coordination with the Wyoming Department of Environmental Quality (WDEQ) and other entities as required to construct the improvements, as well as with all affected property owners within the project areas. This shall include timely notification of construction activities as necessary and the procurement of all necessary certifications from the appropriate agency or agencies.
4. Visits to Site and Observation of Construction. In connection with observations of the Work of Contractor(s) while it is in progress:
 - a. Consultant shall make visits to the site at intervals appropriate to the various stages of construction as Consultant deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Consultant shall provide the services of a Resident Project Representative (RPR), and at least one (1) full time assistant (or as agreed) at the site to assist Consultant and to provide continuous observation of such Work. Based on information obtained during such visits and on such observations, Consultant shall endeavor to determine if such Work is proceeding in accordance with the Contract Documents, and Consultant shall keep CWRWSJPB and City PSD informed of the progress of the Work. The RPR and the assistant will be on site for an average of nine (9) hours per day, depending on the activities of the Contractor and the progression of the Work.
 - b. The RPR will be Consultant's agent or employee and under Consultant's supervision. The duties and responsibilities of the RPR are set forth in

Exhibit "A", "Duties, Responsibilities and Limitation of Authority of Resident Project Representative".

- c. The purpose of Consultant's visits to and representation by the RPR at the site will be to enable Consultant to carry out the duties and responsibilities assigned to, and undertaken, by Consultant during the construction phase, and, in addition, by exercise of Consultant's efforts as an experienced and qualified design professional, to provide CWRWSJPB and City PSD with a degree of confidence that the completed Work of Contractor(s) will conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). Subject to other terms of this agreement, Consultant shall not, during such visits or as a result of such observations of Contractor(s)' Work in progress, supervise, direct, or have control over Contractor(s)' Work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the Work of Contractor(s) or for any failure of Contractor(s) to comply with Laws and Regulations applicable to Contractor(s) furnishing and performing their Work.
- d. Accordingly, Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents. During such visits, and based on his on-site observations, as an experienced and qualified design professional, Consultant shall keep CWRWSJPB and City PSD informed of the progress of the Work, and will alert CWRWSJPB and City PSD to defects and deficiencies in the Work of Contractor(s) and may disapprove or reject Work as failing to conform to the Contract Documents.
- e. Consultant shall prepare daily reports of the Contractor(s)' activities and maintain an accurate daily "construction diary". Construction diary shall contain notes of material conversations with the Contractor(s) or other entities on behalf of the CWRWSJPB and City PSD, a copy of which shall be given to CWRWSJPB, City PSD and WWDC no less frequently than one (1) time each week during construction of the Project.
- f. Consultant shall maintain a photograph log during the course of construction. Photograph notations shall contain the direction of the photo, a brief description of the activity and date, and the negative number. The photograph log shall be delivered to the CWRWSJPB and City upon completion of the Project. Photographs shall be taken randomly during critical stages of construction, but in no event shall they be taken less than

once a week.

- g. Consultant shall maintain a correspondence file including but not limited to all memoranda, correspondence, and minutes of the progress meetings.
 - h. During construction, progress meetings to include CWRWSJPB, City PSD's representative, Consultant, Contractor(s) and subcontractors, as applicable, shall be held on a weekly basis. Consultant shall be responsible for keeping minutes of these progress meetings, and for circulating the minutes to all attendees within four (4) days following the meeting.
 - i. In order to track progress of construction, Consultant shall prepare weekly progress reports to be provided to the CWRWSJPB and City PSD. This report shall include information on major progress during the past week, assess construction progress with respect to the Contractor's construction schedule, and note any outstanding claims or potential changes in the scope of the project as identified or conveyed to Consultant during that week of construction activity. Consultant shall sign this report and obtain a signature from the Contractor(s) that he is in agreement.
5. Construction Staking. Consultant shall provide limited construction staking services for the Contractor, as follows:
- a. Establish horizontal and vertical control for construction.
 - b. All staking will be done once, and contractor will be responsible for additional staking at his cost.
6. Defective Work. During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor(s)' Work while it is in progress if Consultant believes that such Work does not conform to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
7. Interpretations and Clarifications. Consultant shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith evaluate, prepare and process Work Directive Changes and Change Orders as required, for submittal to CWRWSJPB, City PSD and WWDC.
8. Shop Drawings. Consultant shall review and approve, or take other appropriate action with respect to, Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents.

Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.

9. Substitutes. Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).
10. Inspection and Tests. Consultant shall provide for material testing as specified in the Contract Documents.
11. Disputes between CWRWSJPB and Contractor. Consultant shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder and make decisions on all claims of CWRWSJPB and Contractor(s) relating to the acceptability of the Work thereunder or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. Consultant shall not be liable for the results of any such interpretations or decisions rendered in good faith. CWRWSJPB reserves the right to render final decisions on all Contractor(s) claims, acceptability of the Work, and interpretation of the requirements of the Contract Documents.
12. Applications for Payment. Based on Consultant's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of Applications for Payment and the accompanying data and schedules:
 - a. Consultant shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to CWRWSJPB and City, based on such observations and review, that the Work has progressed to the point indicated, and that, to the best of Consultant's knowledge, information and belief, the quality of such Work is in accordance with the Contract Documents (subject to an evaluation of such Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract documents, and to any other qualifications stated in the recommendation). In the case of Unit Price Work, Consultant's recommendations of payment will include final determinations of quantities and classifications of such Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Consultant will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Consultant to check the quality or

quantity of Contractor(s)' Work as it is furnished and performed beyond the responsibilities specifically assigned to Consultant in this Contract and the Contract Documents. Consultant's review of Contractor(s)' Work for the purposes of recommending payments will not impose on Consultant responsibility to supervise, direct or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s)' compliance with Laws and Regulations applicable to their furnishing and performing the Work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to CWRWSJPB free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between CWRWSJPB and Contractor that might affect the amount that should be paid.

13. Contractor(s)' Completion Documents. Consultant shall receive and review tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of tests and approvals the results certified indicate compliance with, the Contract Documents), and shall transmit them to CWRWSJPB and City with written comments.
14. Walk-Through. Consultant shall conduct a walk-through to determine if the Work is Substantially Complete and a final walk-through to determine if the completed work is acceptable so that Consultant may recommend, in writing, final payment to Contractor(s) and may give written notice to CWRWSJPB, City PSD and the Contractor(s) that the Work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to limitations expressed in paragraph H.12.b (Construction Phase). Consultant shall invite WWDC staff to all walk-throughs.
15. Record Drawings. Consultant shall provide the CWRWSJPB and City PSD one (1) set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by Contractors to Consultant and which Consultant considers significant. Consultant shall also maintain a regularly updated set of "as-constructed" blueprints indicating Consultants observations of "as-constructed" Work performed by the Contractor. Within thirty (30) days of Substantial Completion, Consultant shall submit one (1) reproducible set of 11 by 17 inch record drawings to CWRWSJPB, City PSD and WWDC. Consultant shall also provide to these parties a copy of record drawings of the Project in PDF and AutoCAD (Version 2012 or newer) format (as required by City code) labeled as

"Record Drawings – Central Wyoming Regional Water System Water Treatment Plant Alternate Backwash Water Supply Project".

16. Warranty Period Inspections. Consultant shall perform warranty period inspections for completed construction, during a one (1) year period after Final Completion of the construction phase. Warranty inspections shall include, but not be limited to, assisting CWRWSJPB and City PSD in addressing public complaints concerning construction deficiencies during the warranty period, attending an on-site project inspection walk-through of the project and preparing a listing of noted construction deficiencies at approximately eleven (11) months after the Final Completion date for construction, and follow-up.
 17. Change Orders. Consultant shall evaluate and make recommendations for all requests for change orders during the construction of the Work. Consultant shall prepare and submit construction change orders along with all necessary documentation to the CWRWSJPB, City PSD and WWDC for approval.
 18. Limitation of Responsibilities. Unless otherwise provided for in this Contract, Consultant shall not be responsible for the acts or omissions of any Contractor, or of any Subcontractor or Supplier, or any of the Contractor(s)' or Subcontractor(s)' or Supplier(s)' agents or employees or any other persons (except Consultant's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' Work; however, nothing contained in paragraphs H.1 through H.17 (Construction Phase), inclusive shall be construed to release Consultant from liability for failure to properly perform duties and responsibilities assumed by Consultant in the Contract Documents.
- I. Documents, Materials, and Work Furnished by the CWRWSJPB and City PSD
1. CWRWSJPB and City PSD staff shall provide a timely review of all documents submitted by the Consultant.
 2. City PSD staff shall provide, in digital format, GIS base mapping information for the available coverages desired by the Consultant. Consultant will be required to sign a license agreement for use of the GIS coverages, at no cost to the Consultant.

ENGINEERING FEE

In submitting a proposal for this project, the consultant shall prepare and enclose **In A Separate Sealed Envelope** a detailed fee schedule with an upset (not to exceed) amount for the engineering services as covered by the Scope of Services in this RFP. The fee schedule shall be broken out with a separate fee for services through Advertising and Bidding Phase and a separate

fee for Construction services. Selection of a Consultant to provide services for this RFP shall be based on professional qualifications based criteria; and only the fees of the Consultant selected based on qualifications will be opened.

The engineering fee shall be based on estimated time and material, including hourly rates for technical personnel, with an upset (not to exceed) amount. If at any time during the term of this contract it appears that the upset amount will be exceeded, the Consultant shall immediately notify the CWRWSJPB and City PSD and provide a complete statement justifying the anticipated change in the contract fee. An amendment authorizing any increased fee can only be approved by the CWRWSJPB. The amendment must be approved before the commencement of any additional work. A change in the scope of work will be the only justification for a change in the contract fee.

The Consultant shall be responsible and responsive to the CWRWSJPB and City PSD in its requests and requirements within the scope of this proposal, and shall confer with and be guided by the directives of the CWRWSJPB and City PSD.

TIMETABLE

Following is the tentative timetable for this RFP:

1.	Proposals Due	October 23, 2015
2.	Consultant's Presentation and Interview	November 2-6, 2015
3.	Selection of Consultant by CWRWSJPB	November 17, 2015
4.	Completion of Services through Final Bidding Documents	May 27, 2016

The submittal of a proposal will be an indication that the Consultant has no problem in keeping this schedule.

MEETINGS

The Consultant shall attend any special meeting with the CWRWSJPB or City PSD staff, relating to the performance of this contract, and shall provide the CWRWSJPB and City PSD with monthly written progress reports, accompanying partial payment requests. Progress reports shall include personnel utilization and associated time applied to the project, in addition to an itemization of expenses.

CONTRACT

The Consultant will be required to sign a contract with the CWRWSJPB relating to the work to be performed. Such contract shall include, but not necessarily be limited to, the following articles: method of compensation, time of performance, subcontracts, duties of the consultant, termination of the contract, ownership of material, changes, EEO, ADA, submission of material,

and obligations of the CWRWSJPB.

SELECTION.

The selection of the consulting firm will be based upon project team qualifications, team management/organization, ability of firm to recognize design opportunities in the project, demonstrated design experience, willingness to meet time requirements, and community involvement of the firm. A minimum of three (3) firms will be interviewed by the CWRWSJPB and City staff on the basis of the proposal submittals. Upon completion of these interviews, one firm will be selected on the basis of their qualifications.

Selection will also be governed by the attached "Central Wyoming Regional Water System Joint Powers Board Plan to Promote the Employment of Responsible Wyoming Resident Design Firms as per W.S. 16-6-1001(b)."

The procedure for considering the priced proposal will be that a minimum of the top three (3) firms will be chosen based on the above qualifications-based criteria, excluding consideration of the fee proposal. Only the fees of the consultant selected based on qualifications will be opened. In the event the City and the top rated consultant cannot arrive at a mutually negotiated contract and fee, the second rated consultant's fee envelope will be opened and negotiations started for a contract. Price proposals for Consultants not selected shall be returned unopened to the Consultant. No prospective proposer shall withdraw his proposal for a period of sixty (60) days after the deadline for proposal submittals.

In making a proposal, the Consultant hereby certifies that he has reviewed this RFP and is familiar with all conditions contained therein.

CWRWSJPB and City PSD staff will review all proposals. Final selection of the consultant will be made by the CWRWSJPB.

GENERAL

A. Additional Information

In addition to the items addressed in the Scope of Services, the following information relating to the consultant's qualifications is required. The Consultant shall submit five (5) copies of the non-priced technical proposal.

1. The consulting firm's name, address, and telephone number.
2. Types of services which your firm is qualified to provide.
3. Names of key personnel, the experience of each available for this project.

4. Names and addresses of outside consultants or associates which will be retained for assistance.
5. Number and type of current projects for which the firm is principal engineer.
6. Recent list of completed projects most similar to this project, including key contacts and references, approximate budget, and other pertinent information.

One (1) Engineering Fee proposal with upset (not to exceed) amount in a separate sealed envelope shall be submitted with the set of five (5) non-priced technical proposals. The envelope containing the price proposal shall be labeled "CWRWS WATER TREATMENT PLANT ALTERNATE BACKWASH WATER SUPPLY PROJECT - PRICE PROPOSAL." The price proposal shall be signed by an authorized representative of the Consultant offering the proposal.

B. Addendum or Supplement to Request for Proposal

In the event that it becomes necessary to revise any of this Request for Proposal (RFP), an Addendum to this RFP will be provided to each Consultant. The CWRWSJPB reserves the right to change submission date(s) for any reason, including an Addendum or Supplement to the RFP.

C. Late Proposals

Late proposals will not be accepted. It is the responsibility of the Consultant to insure that the proposal arrives prior to 5:00 p.m., Local Time, Friday, October 23, 2015.

D. Rejection of Proposals

The CWRWSJPB reserves the right to reject any or all submissions, and to waive informalities and minor irregularities in submissions received, and to accept any portion of a proposal or all items if deemed in the best interest of the CWRWSJPB.

E. Response Material Ownership

All material submitted regarding this RFP becomes the property of the CWRWSJPB and will only be returned to the Consultant at the CWRWSJPB's option. Responses may be reviewed by any person after the final selection has been made. The CWRWSJPB has the right to use any or all ideas presented in reply to this request. Disqualification of a Consultant does not eliminate this right.

F. Incurring Costs

The CWRWSJPB is not liable for any costs incurred by the Consultant prior to issuance of an agreement, contract, or purchase order.

G. Acceptance of Proposal Content

The contents of the proposal of the successful Consultant may become contractual obligations if the CWRWSJPB wishes to execute a contract based on the submitted proposal. Failure of the successful Consultant to accept these obligations in a purchase agreement, purchase order, contract, or similar instrument may result in cancellation of the award, and such Consultant may be removed from future solicitations.

H. Reference Checks

The CWRWSJPB reserves the right to contact any reference or any client listed in the documents for information which may be helpful to the CWRWSJPB in evaluating the Consultant's performance on previous assignments.

CENTRAL WYOMING REGIONAL WATER SYSTEM JOINT POWERS BOARD
Plan to Promote the Employment of Responsible
Wyoming Resident Design Firms as per W.S. 16-6-1001(b)

Effective Date: September 27, 2011

1. Whenever a project is financed with funds from the State of Wyoming that are governed by W.S. 16-6-1001(b), the Central Wyoming Regional Water System Joint Powers Board (hereinafter referred to as "CWRWSJPB") will provide public notice that it is seeking professional architectural or engineering services for the design of the project. The notice will be published on two (2) different occasions, at least seven (7) days apart, in a newspaper of general circulation in Casper or in Wyoming.
2. The CWRWSJPB will mail a "Request for Proposal" for the design services of the project to all firms responding to the notice. The CWRWSJPB will also, as a matter of course, provide the request for proposals to qualified consultants that have requested to be kept on the current CWRWSJPB or City of Casper consultant mailing lists.
3. Firms interested in providing the planning and design services for the specific project will be required to respond to and submit a proposal in response to the Request for Proposal. Each firm will provide separate technical and sealed price proposals.
4. The CWRWSJPB will select a minimum of three (3) qualified firms to interview. If less than three (3) qualified firms submit a proposal, all qualified firms will be interviewed. Selection criteria for the firms to be interviewed shall include, but are not necessarily limited to, the following:
 - a) Evaluation of the Technical Fee Proposal:
 - i. Project team qualifications.
 - ii. Team management/organization.
 - iii. Ability of firm to recognize design opportunities in the project.
 - iv. Demonstrated design experience.
 - v. Willingness to meet time requirements.
 - vi. Community involvement of the firm.
 - vii. Past performance.
 - viii. Level of services.
 - b) Wyoming residency status. A firm will have Wyoming residency status if it meets the definition and criteria for a resident under W.S. § 16-6-101. The work to be conducted by the firm must be supervised by a professional engineer/architect/geologist/land surveyor licensed in the State of Wyoming.
5. Partnerships between responsible Wyoming design firms, including professional architectural and engineering services, and nonresident firms when necessary to secure

specialized services required for a project are allowable. If the partnership wishes to be granted Wyoming residency status, the proposal must specifically request such consideration and identify the extent to which services are provided by each affiliated firm.

6. Upon completion of interviews, one firm will be selected on the basis of their qualifications and fee.